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Supreme Court

Hunterdon County Probation Officers' Association

1984 Hunterdon County Probation Officers' Collective Agreement

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1984 Hunterdon County Probation Officers' Collective Agreement

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ARTICLE I - Agreement

This Agreement entered into this day of 1984, by and between the Assignment Judge of the Superior Court of Hunterdon County, New Jersey (hereinafter referred to as the "Judge") and the Hunterdon County Probation Officers' Association (hereinafter referred to as "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Hunterdon County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et. seq.

ARTICLE III - Salaries

Section 1

Effective January 1, 1984 (and retroactive to that date), Probation Officers' salary ranges shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$13,500	\$20,176
Senior Probation Officer	\$15,200	\$24,500

Section 2

Effective January 1, 1984 (and retroactive to that date), each Probation Officer employed by the Probation Department shall receive a salary adjustment equal to 4.5% of the officer's base pay in existence on December 31, 1983. Any probation officer employed by the Probation Department for less than five (5) months of continuous service at the signing of this agreement shall receive either the new minimum or a pro rata share of the above salary increase, whichever is greater.

ARTICLE IV - Promotional Increases

Section 1

Effective January 1, 1984 (and retroactive to that date), any probation officer receiving a promotion to Senior Probation Officer shall receive a salary higher than the salary earned prior to the promotion. However, in no case will the amount of the raise be less than ten (10) percent.

ARTICLE V - Automobile Allowance

Section 1

Effective January 1, 1984 (and retroactive to that date) a probation officer when designated by the Chief Probation Officer to use their private vehicle on Probation Department business shall be reimbursed at the rate of 20¢ per mile. Pursuant to the requirements of N.J.S.A. 2A:168-8, probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2

If, during the term of this Agreement, the county increases the mileage rate above 20¢, the probation officers will automatically receive the same rate.

Section 3

The private vehicles of probation officers shall not be utilized for the transportation of probationers or other clients except in emergencies as approved by the Chief Probation Officer.

ARTICLE VI - Supper Allowance

Effective January 1, 1984, (and retroactive to that date), probation officers who are required to remain on duty after the hour when the department has normally closed and through the supper hour shall be paid a supper allowance of \$6.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

ARTICLE VII - Educational Awards

Section 1

Effective January 1, 1984 (and retroactive to that date), probation officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation, as determined by the Chief Probation Officer and approved by the Judges, shall be entitled to an annual award of \$450. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Chief Probation Officer.

Section 2

Probation officers who have, or who shall hereafter obtain a Doctorate Degree from an accredited college or university pursuant to the regulations in Section 1, shall be entitled to an annual award of \$500. This award shall also be prorated in accordance with Section 1.

Section 3

Probation officers who applied for and received an educational award under either Section 1 or 2, of prior labor agreements, shall continue to receive an annual award during the term of this Agreement for possession of either the Masters or Doctors Degree.

Section 4

The decision of the Chief Probation Officer and the Assignment Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

ARTICLE VIII - Tuition Reimbursement

Probation officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

1. Prior approval in writing must be secured from the Chief Probation Officer;
2. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Chief Probation Officer and approved by the Assignment Judge;
3. Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;
4. The amount of reimbursement for the approved course may not exceed \$250 per semester; and
5. The decision of the Chief Probation Officer and the Assignment Judge is final and shall not be subject to further appeal.

ARTICLE IX - Vacation and Other Leave CreditsSection 1

Pursuant to R. 1:30-5(b), probation officers of the Hunterdon County Probation Department shall receive the same vacation and other

leave credits as are provided generally to other employees of the county. Presently, probation officers are entitled to the following vacation credits:

<u>Years of Service</u>	<u>Annual Leave</u>
1st year	1 day/month to end of calendar year in which hired
1 through 7 years	12 days per year
8 through 10 years	16 days per year
11 through 15 years	21 days per year
16 through 20 years	26 days per year
21 years and over	26 days per year, plus 1 additional day for each year over 20 years

Section 2

If, during the term of this Agreement, the county increases vacation or other leave credits for county employees generally, such increases shall automatically be granted to probation officers.

ARTICLE X - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.....	New Year's Day
January 15th.....	Martin Luther King's Birthday
February 12th.....	Lincoln's Birthday
3rd Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4th.....	Independence Day
1st Tuesday after 1st	
Monday in November.....	Election Day
November 11th.....	Armistice or Veteran's Day
4th Thursday in November.....	Thanksgiving
December 25th.....	Christmas Day
Good Friday	

Section 2

If any probation officer is required to work a legal holiday or other day off granted by the Judiciary, the officer shall be granted an equivalent amount of time off.

ARTICLE XI - Health and Welfare Benefits

Probation officers shall continue to be provided with health and welfare benefits presently granted to Hunterdon County employees generally. The benefits include but are not limited to a non-contributory medical health insurance plan and a non-contributory major medical insurance plan. If, during the term of this Agreement, the county grants to its employees generally any additional health and welfare benefits, such as optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

ARTICLE XII - Liability Coverage

Exclusive of auto insurance which is provided for in Article V, Section 3, probation officers are entitled to the same liability insurance coverage as are other employees in the county consistent with limits set forth in the county policy.

ARTICLE XIII - Management Rights

Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the Probation Department by statute, court rule and judicial policy, the Assignment Judge and Management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this Agreement. Among the rights which Management retains, but not limited to them, are the following:

1. To manage and administer the affairs and operations of the Probation Department;
2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or other wise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;

7. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the Probation Department. It is understood that such rules and regulations as ordered by statute or court policy may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Chief Probation Officer, which need not be in writing but shall be in writing whenever practicable.

Section 2

The parties to this Agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. The parties recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of the aforementioned parties as they exercise their lawful rights.

Section 3

The Judge and Management's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

Section 4

Nothing contained in this Agreement shall operate to restrict the Judge and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this state or of the United States.

ARTICLE XIV - Grievance Procedure

The parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreement and administrative decisions affecting them, excluding the exercise of Management Rights under Article XIII of this Agreement, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

Any complaint or grievance of a probation officer shall be initiated within ten (10) working days of the officer's having knowledge of the alleged grievance. The grievance shall first be taken to the officer's immediate supervisor, e.g., the Principle Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3

If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following two options:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case;
- (b) He may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and binding and shall be rendered with reasonable promptness. The Judge may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to him for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of their own choosing, or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other Statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such Agreement.

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal workday.

ARTICLE XV - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of the Agreement, the provisions so affected no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (3) days to renegotiate the item so severed.

ARTICLE XVI - Meetings

Representatives of the Association may meet with the Assignment Judge or his representative to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint.

ARTICLE XVII - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated hereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE XVIII - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion in accordance with contract provisions or on any issue, but only by mutual consent and upon the happening of some unforeseen event.

ARTICLE XIX - Duration of Contract

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1984 and shall remain in full force and effect until December 31, 1984. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1984.

In witness of this Agreement, the parties to it have affixed their signatures this 3rd day of August 1984.

FOR THE JUDICIARY

Wilfred P. Diana
WILFRED P. DIANA. A.J.S.C.

FOR THE ASSOCIATION

Bruce Mc Culloch
BRUCE MC CULLOCH

Sandra Hamlin
SANDRA HAMLIN

Susan Regan
SUSAN REGAN

Memorandum of Understanding

This Agreement is entered into this 3rd day of August 1984 by and between the Assignment Judge of the Superior Court of Hunterdon County, New Jersey and the Hunterdon County Probation Officers' Association.

All probation Officers and senior probation officers who were employed as of 7/31/83 shall receive the following special judicial adjustment.

Probation Officers	\$400.
Senior Probation Officers	\$600.

Those probation officers employed after July 31, 1983 but prior to November 30, 1983 shall receive a special judicial adjustment of \$270.

One aspect of the special adjustment is consideration for probation officers' 24 hour duty status wherein they do not receive any overtime compensation. This adjustment is also in consideration of salary inequities between probation officers and other employees in Hunterdon County which has led to a high turnover of probation officers.

In witness of this Agreement, the parties to it have affixed their signatures this 3rd day of August 1984.

FOR THE JUDICIARY

Wilfred Diana
WILFRED P. DIANA, A.J.S.C.

FOR THE ASSOCIATION

Bruce McCulloch
BRUCE MC CULLOCH

Sandy Hamlin
SANDY HAMLIN

Susan Regan
SUSAN REGAN

